

Amendment 402 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 402 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 23RD day of AUGUST, 2017, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to change the deferment period from 7 days to 3 days. This work is performed per *PA-ROF Deferment and Transaction Expiration Period Changes (CR-12737) v2.0* as approved by Agencies on Wednesday, August 9, 2017.
- C. The Parties agree that the Work necessary to modify the Universes will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

Backend

- 1.1 Update the replacement deferment period value to 3 days.
- 1.2 Update the E-purse Transfer deferment period value to 3 days.

Emails

- 1.3 Update the E-purse Transfer email body regarding the new deferment period. Agencies to provide static text.

Websites

- 1.4 On the Business Account Website (BAW), update the static text on the (Agreement user) replacement card confirmation page to reflect the new deferment period. Agencies provided static text.
- 1.5 On the Call Center Website (CCW), update the 'To be read to customers' static text on the replacement page to reflect the new deferment period. Agencies provided static text.
- 1.6 On the Call Center Website (CCW), update the static text on the E-purse Transfer 'To be read to customers' page, confirmation page, and receipt page to reflect the new deferment period. Agencies provided static text.
- 1.7 On the Cardholder Website (CHW), update the static text on the 'Why Register' page to reflect the deferment period. Agencies provided static text.
- 1.8 On the Cardholder Website (CHW), update the static text on the Lost or Stolen Card 'Customer Information' page and confirmation page to reflect the new deferment period. Agencies provided static text.
- 1.9 On the Cardholder Website (CHW), update the static text on the E-purse Transfer 'Select Cards' page, confirmation page and receipt page to reflect the new deferment period. Agencies provided static text.
- 1.10 The Contractor is responsible for identifying all static text changes.

Documentation

The Contractor will update the following documentation:

- SEA-00031 Clearinghouse Services (DR 5)
- SEA-00033 Financial Management (DR 6)
- SEA-00833 RFCS Reporting Requirements (DR 111)
- SEA-01438 ORCA Cardholder Website Functional Specification
- SEA-01535 ORCA Agency Website Functional Specification
- SEA-01539 ORCA Call Center Website Functional Specification
- SEA-01654 ORCA Institutional Program Website Functional Specification

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed no later than December 31, 2017.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 402

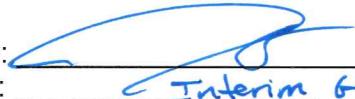
Change the deferment period from 7 days to 3 days.	
TOTAL	\$21,335

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Four Hundred and Two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: 
Its: Interim GM
Date: 8-23-17

The Agencies

By: Chris Hough
Their: ORCA Operations Manager
On behalf of the Agencies
Date: 8/23/17